

## Contractor Requirements:

### PURPOSE:

The purpose of this invitation for bid is to contract unarmed security services for the Cedar Chemical Plant  
49 Phillips Road 31 1  
West Helena, AR  
December 10, 2009 through June 30, 2010.

### SCOPE:

The contractor will be responsible for providing security personnel with adequate communications equipment.

### BACKGROUND:

The Arkansas Department of Environmental Quality (ADEQ) provides security for the former Cedar Chemical Plant, an abandoned chemical manufacturing facility located just to the south of the city of Helena-West Helena, in Phillips County, Arkansas. The former Cedar Chemical Plant consists of approximately 48 acres located within the Helena-West Helena Industrial Park, approximately 1.25 miles southwest of the intersection of U.S. Highway 49 and State Highway 242. The former Cedar Chemical Plant is bordered by farmland, State Highway 242, the Union-Pacific Railway, and industrial park properties.

Of the 48 acres, approximately 40 acres comprise the former manufacturing area of the former Cedar Chemical Plant, and are fenced. Access within the gated area shall be controlled by security personnel. A rolling fence gate is automatically operated from the guard house to allow entry.

The former Cedar Chemical Plant has been identified by ADEQ as a hazardous waste site. Security Guard duties do not include contact with anything contaminated with hazardous materials.

### DUTIES:

Duty Schedule  
Monday through Sunday (1 guard for each shift) including  
State Holidays

This contract is to begin at 5 p.m. December 10, 2009, for 24, hours a day seven days a week until 5:00 p.m. June 30, 2010.

The State recognizes the following as Holidays:

New Year's Day	January 1
Dr. Martin Luther King Jr. Day	January 19
Washington's Birthday	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Veterans' Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
*Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Eve	December 24
Christmas Day	December 25

Additional days can be proclaimed as holidays by Governor's Proclamation. Contractor will be given as much notice as possible after ADEQ receives notice of any days so proclaimed and the holiday work schedule will be in force.

(\* The day after Thanksgiving is usually granted by Proclamation.)

#### Dress Code

All employees of the contractor reporting to the **former** Cedar Chemical Plant for duty, shall be neatly and fully uniformed with shirt, trousers, jacket, and rain gear during inclement weather. Uniforms are to be clean and neat without obvious signs of wear such as holes, tears, or fading. Shirts shall bear a patch with company identification and employees shall also wear an approved badge while on duty. Jackets, rain gear, and any other outer garment shall bear visible company identification. All employees must have two (2) complete uniforms.

#### Duties

Security personnel must remain on site at all times.

Guards must be knowledgeable of general orders and emergency procedures for site emergency (fire, vandalism, etc.).

A physical security check of the perimeter must be conducted once every two hours. A log must be kept reflecting checks made.

A log must be maintained of all person(s) entering or leaving the site.

Access within the gated area shall be controlled by security personnel. A list of authorized ADEQ personnel which are allowed to enter the fenced-in area is maintained at the guard house. This list is located in the security building and identifies ADEQ staff members by their name and picture. Other personnel may only be given access to the fenced-in area while accompanied by an authorized ADEQ staff member.

#### COMPLIANCE WITH BUILDING REGULATIONS:

Guards shall comply with published regulations for control of persons entering or leaving the site. Regulations will be furnished to the contractor by ADEQ as part of the Guard Post Orders.

#### EQUIPMENT:

Contractor will be responsible for providing security personnel with adequate communication equipment.

#### PROTECTION OF WORK AND PROPERTY:

The contractor shall take all precautions necessary to prevent the theft or pilferage of materials, tools, equipment, fixtures, furnishings, or any other items from the and grounds. The contractor shall also be responsible for any loss or damage to the State's property and to the property of others due to the negligence or willful act of the contractor's personnel, and shall make good, at his own expense, such loss or damage.

#### SECURITY OFFICE:

Contractor shall insure the designated office is kept orderly, clean, sanitary, odorless, and free of hazards.

#### EMPLOYEE QUALIFICATIONS:

All employees assigned by the contractor shall meet all requirements of the Arkansas Board of Private Investigators and Private Security Guards and any other applicable Federal or State requirements. Employees must be physically and mentally capable, experienced, and trained to perform the work. In addition, employees must submit a valid Arkansas Drivers License, be at least 21 years of age, and submit to ADEQ background check.

#### TRAINING:

The training of all employees to be assigned to the former Cedar Chemical Plant shall include, but not be limited to, the satisfactory completion of a training course for Commissioned Security Guards approved by the Arkansas Board of Private Investigators and Private Security Guards.

Each employee shall also have on-the-job instruction in procedures applicable to the former Cedar Chemical Plant, as required. Such training shall not to exceed four (4) hours. All training will be furnished by the contractor and without charge to the state.

#### SECURITY CHECK:

The contractor must perform a background investigation, pre-employment psychological testing, and drug testing of each employee prior to being assigned to the state-owned property and keep the information on file. The contractor may have the employee complete such questionnaire as required by the State for security of other reasons related to this duty.

ADEQ reserves the right to have Contractor's employees take polygraph examinations under the provisions of Public Law #100-347, 29 2000 USC Et Seq.

## SUPERVISION:

The contractor shall provide all supervision of personnel, performing the work specified in this RFQ. The contractor must agree to replace personnel who become incompatible with the State, Arkansas Department of Environmental Quality being the sole judge of the incompatibility.

Supervisors shall be competent in their knowledge of security procedures, aggressive in solving problems, and provide quality control. The contractor agrees to provide all necessary liaison with the property site.

The contractor shall submit to ADEQ, names and addresses of all employees engaged in inspecting and/or supervising.

### Site Supervisor

A site supervisor, who may be a guard, shall be designated for the **former** Cedar Chemical Plant by the contractor. The site supervisor will act as liaison for reports and instructions (forward reported information to the designated ADEQ supervisor and forward information and/or instructions to his superior.

### Off-Site Supervisor

At least one supervisor (duty supervisor) shall be on duty twenty-four (24) hours per day, seven (7) days per week.

## INSURANCE:

After receiving a contract award, the contractor must furnish an approved "Certificate of Insurance" and must keep the insurance in force throughout the contract period. The insurance may not be modified without OSP and ADEQ approval. The following is a list of liability limits.

Worker's Compensation and Employee	Liability Policy
Worker's Compensation	Statutory Limits
Employer's Liability	\$100,000.00 each accident

Comprehensive General Liability Policy	
Premises and Operation	Contractual Insurance
Personal Injury	
Bodily Injury	\$250,000.00 each person
	\$500,000.00 each occurrence

## INDEMNIFICATION OF STATE:

The security company shall defend any and all suits against the State for damage to property or injury to persons, including death, caused by the security company negligence performance. Shall indemnify and hold harmless the State from all claims arising out of the negligent performance of the security company. The security company shall pay, liquidate and discharge all claims or demands for bodily injury, loss or damage to all property caused by negligent performance of the security company, including damage to the buildings and other property of the State, and all costs and reasonable expense of suits and reasonable attorney's fees. In the event of any injury, including death, loss or damage to property or claims, the security company shall give immediate notice to ADEQ.

#### THIRD PARTY CAUSE OF ACTION:

Notwithstanding anything herein to the contrary, the services provided under this agreement shall not give rise to, nor shall be deemed to or construed so as to confer any rights on any other party as a third party beneficiary or otherwise.

#### OPTION TO TERMINATE AGREEMENT:

The State shall have the option to terminate this agreement if the contractor fails to give satisfactory service, with ADEQ being the sole judge of the service. The State will give the contractor fifteen (15) days to correct the service. If, after this period, ADEQ feels the service is unsatisfactory, this agreement may be terminated.

The fifteen (15) day grace period for corrective action will only be allowed twice during the contract period. After the second notice, this contract may be terminated at once upon the State's dissatisfaction.

In the event of such termination, the State may contract completion of services with the next lowest bidder, and the contractor named herein shall be liable for payment to owner of any additional costs.

#### EXTENSION OF CONTRACT:

The successful contractor shall provide security guard service as detailed for the period specified. If mutually agreed on by the State and the successful contractor, in writing, this contract may be extended on a yearly basis up to seven (7) years or until **December 10, 2016**. The contract pricing may be adjusted with adequate documentation by the contractor, not to exceed the **Consumer Price Index** issued by the U.S. Department of Labor. The State shall notify the contractor at least ninety (90) days prior to the end of the contract period or extension thereof if the State intends to renew the contract. If notification is not made, the contract will terminate at the end of the contract period or current extension thereof.

In the event that the anticipated term of this contract extends beyond the current biennial period, the contract will be terminable on the part of the state without cause, at the end of the current biennial period. However, the state may agree to continue the contract but in no case will any renewal, automatic or otherwise, cause the contract to continue beyond a biennial period for which the contract is renewed.

Any services or products on contract accepted by the state must be paid for but this does not obligate the state to continue the contract beyond the end of a biennial period.

#### CONTRACT AWARD:

This contract will be awarded on an all or none basis to the lowest responsive and responsible bidder.

AGENCY CONTACT: BOB HAMPTON 501-682-0957